(4)

1949.

File No. Mining Leases

Legal DEPARTMENT

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Subject.

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Annual returns of applications for Mineral Concessions.

432/E

(7)

Mining Leases/49

File No.

Sto. Stock. Slip 26 A—1946—50,000—3 (8—)

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Mining Lease.
The Deccan Cements Company.
Grant of - to, for extracting limestone, clay and gypsum from certain lands in Bagalkot taluka of Bijapur District.

614
12/4/49

GOVERNMENT OF BOMBAY.
Revenue Department.
Resolution No. 2987/45.
Bombay Castle, 28th March 1949.

Letter from Messrs Deccan Cements Company, dated the 21st September 1946.

" I beg to invite your attention to my letter addressed to you dated the 27th May 1946 for grant of a Prospecting License. In para 2 of my letter I mentioned that I had previously carried on prospecting work in the Bagalkot area in the year 1938-9 for limestone, clay and gypsum with encouraging results and that my final arrangements for promoting a company were interrupted by the outbreak of war. In para 3 of the same letter, I wished the Government of Bombay to assure me that if after having worked out a complete scheme for the manufacture of cement and promoted a company on a sound financial basis I decided to apply for a Mining Lease, merely holding of a Prospecting License by some other party for a longer time than me, may not prejudice the grant of lease to me. You could not offer me any such undertaking but assured me that every case would be decided on its own merits, after a due consideration of all the circumstances.

This attitude on the part of the Bombay Government provided enough encouragement to me to proceed with my investigations, chemical analysis of samples and geological survey. My work in this field has already shown me favourable and conclusive results to such an extent as to warrant my applying for a Mining Lease, which I do herewith. In respect of the formal application, which please, find enclosed, I take liberty to add the following:

1. Arrangements to promote a company-joint stock with limited liability- on a sound financial basis have been completed. Details of these arrangements would be shortly submitted to you when your recommendation to the Central Government would be requested, for

--- the purpose of ---

for the purpose of securing Import License, Permit to issue capital etc.

2. Karnatak is represented on the Directorate of the Company by more than one third of its total strngth. I have further taken care to see that the maximum amount of Share capital of the Company is hel by the Karnatak Districts of our Province. This is important as this being the first major Scheme-- and the biggest so far -- promoted and to be managed by a resident of Karnatak, there is a genuine and keen desire on the part of Karnatak to be closely associated with this scheme. Its progress and realisation are already being watched with interest and participation.

3, Investigation of raw materials and scientifically worked out estimates of the available raw material vouchsafe running of a factory with an annual putput of 100,000 tons of cement and a possibility of 100 percent extension for a period of thirty years.

4. The terms of the Managing Agency and the principles which would guide the running of the administration of the factory are in the most complete accord with the aims and policies of the National Gover ment. In respect of labour conditions we propose not only to follow scrupulously and generously labour legislation and labour welfare schemes but to introduce and maintain entirely new standards. These standards would be inspired and guided by an earnest attempt to enab the labourers to secure the maximum share in the fruits of their toil. This however, without impairing in any way the soundness of company's financial basis.

May I request you, sir, for an acknowledgement of my letter and the acknowledgement of the enclosed application for a Mining Lease?"

Letter from Messrs Deccan Cements Company, dated 21st September 1946.

" I beg to submit herewith a formal application for a Mining Lease in accordance with the provisions of the Bombay Mining Conce-- ssions Rules 1941, Rule No.35 Form E.

(1) I the undersigned Dr. A.G.Tendulkar, Ph.D., D.Eng., an Engineer and Industrialist by profession, residing at 196 Thalakwadi, Belgaum a

and (2)----

(2) Being in possession of Certificate of Approval No.S.67/19685 of the notification date of 4th July 1946 published in the Bombay Government Gazette Part I on 11th July 1946, page 2283, beg to apply for a mining lease,

(3) in
1. Taluka Bagalkot
2. Town of Bagalkot
3. Survey Numbers to be submitted later
4. Total area of Survey Numbers to be submitted later
5. Over an area of 5 square miles
6. Of Khalsa land
7. Both privately owned and Government waste land.

(4) at a distance of approximately 2 miles from the Railway Station (exact location and the map would be submitted later)

(7) and not holding any prospecting license for the area of any part thereof for which the lease is required.

(8) I desire to mine Limestone, clay and gypsum

(9) and holding no area in prospecting or mining right under the jurisdiction of the Government of Bombay,

(10) apply for a lease for a period of thirty years with possibility to renew it for a period of another thirty years.

(11) I am prepared to accept any mode of payment which will be determined by the Collector under Rule 33 of the rules and

(12) am further prepared to accept any amount and mode of payment of fees under Rule 36 of the rules.

Similar application has been forwarded to the Collector of Bijapur District as also to the Commissioner, Southern Division.

Letter from the Collector of Bijapur, No.R.M.NSR-4, dated the 11th August 1948.

" Dr. A.G.Tendulkar, Ph.D.,D.Eng., being in possession of a certificate of approval No.~~567~~ S-67/19685 duly renewed up to the end of 1948 has applied on 21st September 1946 for a mining lease for lime-stone,clay and gypsum in respect of certain lands in Bagalkot Taluka.

The area applied for is 3271 acres and 12 Gunthas out of which 361 acres and 28 gunthas is Khalsa area. (please vide statement-A). The rest of the area is inam. It is not known whether the right to mines and minerals in Inam Lands vests in Government or with the Inamdars. The Inamdars were summoned to appear with their Sanads with a view to ascertain the right referred to above; but they did not

-- turn up --

turn up. Under these circumstances the question of granting the applicant's request cannot be considered unless it is proved that the above right vests in Government. The R. R. extracts of all the Survey Numbers applied for and the extracts from V.F.-III accompany.

As regards the approximate distance of the area from the village site, Government buildings, and other human dwellings and roads, it can be said that the area applied for runs at some places close to the boundary of the Town Planning area of Bagalkot and across the railway line passing through the Survey Numbers 78 to 86 and 98 to 101. All these are Inam lands, A site plan of all the lands is enclosed.

The nature of area applied for :-

Dr. Tendulkar, has applied for S.Nos. for Mining purposes in 5 villages of Bagalkot Taluka Viz. (1) Bagalkot (2) Veerapur (3) Murna (4) Kesanur and (5) Gaddankeri. The villages Kesanur is an entire Inam Class-V and so also the village Gaddankeri is entire Inam Class-II The applicant has applied for two S.Nos. 258 and 259 of Murnal. But the Mamlatdar of Bagalkot reports that these two S.Nos. are not traced in the village records.

The Associated Cement Company of Bombay has also applied for eertain survey numbers of Bagalkot Village for which Dr. Tendulkar has appli The said Company was holding a prospecting license for lime-stone in 334 acres and 19 gunthas of Bagalkot valid upto 19th June 1947, and the Company has within that period i.e. on 15-5-19 applied for a mining lease for lime-stone in the said area.

Out of the area of 324 acres and 19 gunthas applied for by the Company Dr. Tendulkar has applied for a mining lease for lime-stone, clay and gypsum in 306 acres and 8 gunthas (please vide statement-C).

The Associated Cement Company has credited as deposit in Bijapur Treasury on 26th May 1947 Rs. 500/- as security as required by Rule 30 of the Mining concession Rules of 1941. Dr. Tendulkar has given a security to the like amount. It is enclosed for perusal.

Nothing can be said as regards the financial stability of the two applications applicants as both of them are not the residents of this district. However the two applications may be considered on the merits and the requests granted subject to conditions laid down in Mining Concessions Rules, 1941.

The papers regarding grant of Mining lease to the Associated Cement Company in two files and those regarding the grant to Dr. Tendulkar in three files accompany."

Letter from Messrs Deccan Cements Company, dated the 3rd September 1948.

"In my letter of the 21st July 1948, I requested the Government for an assurance from the Government, that the mining lease which we are negotiating with you will be granted to us and that it will not be granted to any other party. We further requested you to grant us the mining lease for all the area under direct Government jurisdiction, and suggested that the mining lease of these areas which may be covered by special Inam rights may be granted to us, after the Government investigations in this respect have been completed.

As the incorporation of the Company is being held up pending such an assurance from you, may I request you, Sir, to do the needful in the matter?

Be pleased to treat this matter as very urgent.

Un Official Reference from the Director of Industries No. Chem/10/470, dated the 30th November 1948.

Returned with compliments.

As per Government Resolution Revenue Department, No.7900/33 dated 29th and August 1941, the rate of royalty for limestone used in the manufacture of cement is fixed at as.-/8/- per ton of cement produced. It may be mentioned that the matter was investigated in detail by referring to the Directors of Industries of various Provinces while fixing the royalty in connection with the mining lease granted to Associated Cements Company in Tadkeshwar area in 1948 (vide this Department Un Official Reference No.Chem/125 dated 6th April 1948.) As far as it is remembered it was agreed in a meeting consisting of

Secretary Revenue Department.....

Education and Industries Department

Department, Joint Secretary, ~~XXXXXX~~ the Director of Industries and representatives of associated Cement Company that the royalty to be paid by Associated Cement Company should be 8as./ ton/cement produced (corresponding to about 5-6-as./ ton limestone). The same rate of royalty i.e. as.8/- per ton of cement produced may be charge in the case of Dr. Tendulkar, also.

~~The dead rent at the rate of Rs.1/- per acre may be charged.~~

As the surface rent varies between as.4/- to Re.1/-/- per acre to be fixed with due regard to the non-agricultural assessment levied in that area, Government may consult the Collector of Bijapur with regard to the exact surface rent to be charged.

The file referred to above (2987/45) is returned herewith.

Government Letter No.2987/45-F, dated the 6th December 1948 to the Collector of Bijapur.

Reference your letter, No. R.M.N.S.R.-4. dated 11th August 1948. Please suggest very urgently the rate of surface rent to be charged for the lands other than Inam lands, for which a mining lease for limestone, clay and gypsum has been applied for by Dr. A.G. Tendulkar. Your attention is invited in this connection to Schedule IV annexed to the Bombay Mining Concessions Rules, 1941.

Letter from the Collector of Bijapur, No. RMNSR,4, dated the 21st December 1948.

"Schedule IV of the Bombay Mining Concession Rules, 1941 lays down surface rent to be levied having regard to the rates of N.A. Assessment levied in that area. Dr. Tendulkar has selected lands for being included in the Mining lease from four villages of Bagalkot Taluka viz. Bagalkot, Virapur, Gaddankeri and Kernur of which the last two are inam villages and for which no rates of Non Agricultural Assessment have been fixed. Two pies per square yard is the rate of N.A. assessment for Bagalkot outside its City survey area and 1/2 pie per sq. yard for Virapur village. The Non Agricultural Assessment for Bagalkot and Virapur fixed for both these villages viz. Rs.50/6/- and Rs.12/10/- per annum respectively exceed the maximum rate of surface rent (i.e. one rupee

--- per acre---

per acre). Therefore there seems no objection to change the maximum rate of surface rent for lands other than inam lands or such rate as Government is pleased to levy.

Letter from the Commissioner, Southern Division, No.REV-558, dated the 4th February 1949.

" The question for consideration is which of the Inam Lands applied for by Dr. A.G.Tendulkar can be included in the mining lease in view of Rule No. 32 of the Bombay Mining Concession Rules 1941. The Collector of Bijapur's letter dated 13th December 1948, which is enclosed with all the accompaniments, shows that the following inam lands which are of class II, III or V cannot be included in the Mining lease as the mines and minerals in them vest in the Holders thereof and not in Government.

Village.	S.Nos.	Remarks.
Veerapur.	82, 86	Vide page 33 to37 of file I.
Bagalkot.	55, 56, 91 to 96, 98, 102 to 105, 109, 116, 117, 119, 120, 124, 125, 128, 129, 134, 152, to 156, 164, 166, 174, 189, 195 to 199, 206, 207, 209, 216, 218 to 221, 224, 225, 236, 238, 276 to 278 282, to 285, 289, 294, 295, 295-A, 301 and 302.	
Kesnur.	All survey numbers.	The entire village is of Inam Class V
Gaddankeri.	-do-	-do- Class II.

According to Article 126 of Rao Bahadur Joglekar's Alienation Manual the rights to mines and minerals in respect of Dewasthan and personal Inam lands (i.e. Inam lands of class III and II respectivel do not vest in Goverrment . Similarly it appears from article 94-A of the said Manual that the holders of Inam Lands of Class V have the rights to mines and minerals in such lands. In view of this position, the subvey numbers mentioned above against the villages of Veerapur and Bagalkot cannot be included in the Mining lease, As regards the lands in Kesnur village, it appears that S.Nos. 9, 12, 13, 15, 19, 71, 76, 80 and 81 are Kadim Inam Lands granted for the remuneration of the village servants useful to Government. (Inam land

Of class VI(b) vide page 53 of file I). The Mines and minerals in these lands presumably vest in Govt. the Collector is, however being asked to ascertain and report about these lands of Kesnur and similar lands, if any, of Gaddankeri required by Dr. A.G.Tendulka S.Nos. 11 and 77 of Kesnur, which are personal Inam and Dewasthan Inam Lands respectively (page 53 of file I), cannot be given to Dr. Tendulkar on lease as the minerals do not vest in Government. The Collector has not furnished information regarding the following surv numbers:-

Village.	S.Nos.
Veerapur.	83, 84, 89, 90 to 94, 96, and 110.
Bagalkot.	70 to 90, 97, 99 to 101, 108, 110, to 112, 114, 115, 116, 157 to 161, 163, 168 to 173, 180 to 184, 210 to 215, 217, 222, 223, 226, 257, 258, 274, 275, 286, 291, 303, 307, 310 and 312.
Murnal.	258 and 259.
Kesnur.	10, 14, 16, 20, to 30, 34, 37 to 40, 64 to 70 72 to 75, 78, 79, and 82.
Gaddankeri.	1, 4 to 8, 12 to 34.

These Survey numbers heve been mentioned in the schedule to Dr. Tendulkar's application dated 17th September 1947 (page 9 to 14 of file I.), but have not been included in the lists on page 33 to 35 and page 53 of file I or in the statement of Khalsa lands "Statement A". The Collector is being asked to enquire and report regarding the inclusion of these lands in the mining lease.

2. The remaining lands viz. S.Nos. 111, 112, 113 and 114 of Veerapur, which is a Khalsa village(page 67 of file I), are Inam lands of class VI(b) (page 53 of file I). There would not, therefore, be any difficulty to the inclusion of these lands in the mining lease.

3. The Collector is being asked to enquire and report urgently on paragraph 1 above and to endorse a copy of his report to Government direct. He is also being requested to report to Government the rate of surface rent to be charged for the lands other than Inam Lands (vide Government Letter R.D.No.2987/45-F dated 6th December 1948.)

4. The request of the Associated Cement Companies Ltd. for grant of a mining lease covering a part of the area asked for by Dr. Tendulkar will have to be refused as Government have already decided to grant

grant the request of Dr. Tendulkar. (file III and paragraph 1 of Government Letter Revenue DepartmentNo.2987/45-Fm dated 6th November 1948.)

Resolution:- Government is pleased to accord sanction to the grant of mining lease to Messrs, Deccan Cements Company for 10 years in the first instance, for extracting limestone, clay and gypsum from the Khalsa Lands of Bagalkot village (Survey Numbers shown in the accompaniment to this Government Resolution) of Bijapur district.

2. Surface rent should be fixed at the rate of Re.1/- per acre per annum and dead rent at Re.1/- per acre per annum, levy of dead rent will cease as soon as royalty equal to the dead rent becomes payable under paragraph 3 below.

3. Royalty should be fixed at the rate of Rs.0-8-0 per ton of cement produced.

4. The Collector of ~~Belgaum~~ Bijapur should be reauested tom prepare the requisite draft lease in the model form appended to Government Notification No. 4524/24, dated 24th March 1941 and submit it through the Commissioner, Southern Division for the approval of Government. Clause K in the license giving a first right to refusal to adjecent lands situated within a radius of one furlong from the mining area should be emmitted from the draft mining lease. The approval of Messrs. Deccan Cements Company to the draft lease.should be secured before submission to Government.

5. The Collector should also be requested to make a provision for including additional areas in the draft mining lease and not to give any other permission under the Land Revenue Rules for excavating limestone, clay or gypsum.

By order of the Governor of Bombay,

B. A. TALPADE,
Under Secretary to Government.

Government Resolution No.2987/45 Revenue Department dated 28th March 1948.

To

The Commissioner, Southern Division (with the case papers),

The Collector of Bijapur,

The Director of Industries,

The Remembrancer of Legal Affairs,

The Solicitor to Government in the Legal Department,

The Accountant General,

The Education and Industries Department,

The Finance Department.

Accompaniment to Government Resolution, No.2987/45, Revenue Department, dated 28th March 1949.

~~Statement showing Khalsa lands in Bagalkot for which mining lease is required by Dr. Tendulkar.~~

Bagalkot.

S. No.	Area. a. g.
51	19-13
52	9-32
53/1	2-6
53/2	2-18
54	4-21
57	9-22
58/1	4-35
58/2	4-36
106/1+2	11-27
106/3-A	2-7
106/3-B.	10-35
107	11-21
113	1-35
121	1-17
122	0-32
123/1	2-11
123/2	4-10
126	0-32
127	29-35
130/1	2-32
130/2	2-0
130/3	1-32
130/4	1-38
130/5	7-32
131	5-36
132/1	0-19
132/2	4-29
133	5-5
135/1	10-27
135/2	4-19
135/3	4-3
162	5-38
165/1	2-6
165/2-A	1-32
165/2-B	1-28
165/2-C	1-24
165/3	2-32
167	7-39
175	7-2
176/1	3-24
176/2	3-23
177	6-39
178/1	2-27
178/2	3-7
179	16-24
185/1	6-12
185/2	6-27
186/1	8-14
186/2	7-35
187	26-31
188/1-A	4-0
188/1-B-1	5-24
188/1-B-2	5-23
188/2	4-0
190/1	1-36

(Bagalkot Continued.)

S.No.	Area.
191	2-35
192	5-28
193	5-18
194/1	12-6
194/2-A	3-7
194/2-B	3-1
200	13-15
201	14-38
202	6-9
203	6-16
204	6-13
205	16-4
208	6-8
235/1	6-33
235/2	6-34
235/3	0-6
235/4	1-9
235/5	0-18
237/1	11-33
237/2	0-15
239/1	5-22
~~239/2xAxxB~~	~~8xx~~
~~239/1xx2xx~~	
239/2-A+B	7-0
4	
~~239/1xx2~~	~~6-34~~
239/2-A+B	6-4
256/1+2 2	6-34
256/3	3-4
256/4	2-2
259	3-28
260	10-4
281	6-12
290/1	3-0
290/2	2-17
290/A	1-20
296/1	1-21
296/2-A	1-28
296/2-B	1-37
296/2-C	2-10
296/3	5-16
297/1	1-6
297/2	5-37
297/3	8-38
297/4	2-27
298/1	12-28
298/2	6-34
308/1	4-3
308/2	1-8
304	1-9
311/1	7-24
311/2	6-18

Verapur.

S.No.	Area. A-G.
85	2-22
87	5-0
88/1	6-36
88/2	0-31

(Verapur Continued.)

S.No.	Area. A.-G.
88/3	0-24
88/4	2-22
88/5	0-17
95/	1-30
97/1	2-4
97/2	2-5
106/1	4-18
106/2	4-1
106/3	4-31
107/1	8-12
107/2-A	3-17
107/2-B.	3-10
108	3-23
109/1	5-19
109/2	5-6
Total Area:-	661-28

No. of 1949.

Copy forwarded for information and guidance to :-

Such
File in Revenue Section 14/4
DKP
13/4
S/S. BN 13/4

The Secretary to the Government of Bombay,
Revenue Department, Bombay.

No.S.79/25. Karwar, 6-4-1948.

Subject : Mining lease.
Grant of - to Mr.A.N.Mallapur for asbestos ore in the villages of Holagadde and Mirjan taluka Kumta.

Reference : Govt. letter R.D. No.10601-C/39 dated 23-12-1947 and my letter No.S.79/25 dated 27-8-1948.

A copy of the mining lease granted to Mr.A.N.Mallapur Bombay is sent herewith together with a copy of the plan.

Sd. S.G.Pradhan
P.I.
Collector of Kanara.

Submitted through the Commissioner, S.D.

2. A copy of the lease (with plan) is also enclosed to his office.

Advance copy submitted to Government in the R.D.

Copy f.w.c. to -
1) The Solicitor to Government, Legal Dept., Bombay with copy of the lease with plan.
2) The Conservator of Forests, S.C.Belgaum with three copies of the lease (with plan) for the use of his office and the office of the D.F.O.W.D. Kanara.
3) The D.F.O.W.D. Kanara for information.

Copy forwarded to the T.C.Kanara with two copies of the lease (with plan) for safe custody in the Treasury strong room.

All the above officers are requested to acknowledge receipt of the documents.

THE SOLICITOR TO GOVERNMENT
IN LEGAL DEPARTMENT
File No. 656
Subject No. 11/4-
Enclosures

8-6-48
P.A.t
Collector of Kana

Original executed on a General Stamp paper of Rs. 14-4-0 fourteen and annas four only 15 33

FORM F

Form of Mining Lease

[*See* Rule 47]

THIS INDENTURE made this 19th day of May 1948 between the Governor of Bombay (hereinafter referred to as "the Government") of the one part and Annaji Narayan Mallapur (Merchant and Manufacturer's agent) of Post Divgi, Taluka Kumta, District Kanara, Merchant (hereinafter referred to as "the lessee") which expression shall where the context so admits be deemed to include his heirs, executors, administrators, representatives and permitted assigns of the other part

WITNESSETH that in consideration of the rents and royalties covenants and agreements by and in these presents and the Schedule hereunder written reserved and contained and on the part of the lessee to be paid observed and performed the Government hereby grants and demises unto the lessee ALL THOSE the mines beds veins and seams of Asbestos (hereinafter and in the said Schedule referred to as the said minerals) situate lying and being in or under the lands which are referred to in Part I of the said Schedule TOGETHER with the liberties powers and privileges to be exercised or enjoyed in connection therewith which are mentioned in Part II of the said Schedule SUBJECT to the restrictions and conditions as to the exercise and enjoyment of such liberties powers and privileges which are mentioned in Part III of the said Schedule EXCEPT and reserving out of this demise unto the Government the liberties powers and privileges mentioned in Part IV of the said Schedule TO HOLD the premises hereby granted and demised unto the lessee from the 19th day of May 1948 for the term of 10 (ten) years thence next ensuing YIELDING AND PAYING therefor unto the Government the several rents and royalties mentioned in Part V of the said Schedule at the respective times therein specified SUBJECT to the provisions contained in Part VI of the said Schedule AND the lessee hereby covenants with the Government as in Part VII of the said Schedule is expressed AND the Government hereby covenants with the lessee as in Part VIII of the said Schedule is expressed AND it is hereby mutually agreed between the parties hereto as in Part IX of the said Schedule is expressed.

In witness whereof these presents have been executed in manner hereunder appearing the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

Part I.—The area of this Lease

Description of area.—All that tract of land bearing survey numbers 3 of Holegadde and 33 of Horbag situate in the villages of Holegadde and Horbag in the taluka Kumta in the Kanara District, containing an area of 67·20 acres or thereabouts delineated on the plan hereto annexed and thereon coloured and bounded as follows:—

on the North by Holegadde Survey Nos. 4, 562, Betta 3 and Malki 523 to 540.

on the South by Malki Survey Nos. 72 to 78 and Betta 33 of Horbag.

on the East by Betta Survey No. 33 of Horbag.

and on the West by Arabian Sea.

Part II.—Liberties Powers and Privileges to be exercised or enjoyed by the Lessee subject to the restrictions and conditions in Part III

1. *Liberty to work mines.*—Liberty and power to enter upon the lands referred to in Part I (hereinafter referred to as "the said lands") and to search for win work get raise and carry away the said minerals.

2. *Liberty to sink pits, etc. (and use existing pits, etc.).*—Liberty and power for or in connection with any of the purposes mentioned in this Part to sink drive make maintain and use in the said lands any pits shafts inclines drifts levels waterways airways and other works (and to use maintain deepen or extend any existing works of the like nature in the said lands).

3. *Liberty to make works (and use existing works).*—Liberty and power for or in connection with any of the purposes mentioned in this part to erect construct maintain and use on or under the said lands any engines machinery plant dressing floor furnaces brick-kilns lime-kilns workshops storehouses bungalows godowns sheds and other buildings and other works and conveniences (and to use and maintain any existing works and conveniences of the like nature on or under the said lands).

4. *Liberty to make roads and ways (and use existing roads and ways).*—Liberty and power for or in connection with any of the purposes mentioned in this Part to make any tramways railways roads and other ways in or over the said lands and to use maintain and go and repass with or without horses cattle wagons or locomotives over the same (or any existing tramways railways roads and other ways in or over the said lands).

5. *Liberty to get building and road materials, make bricks, etc.*—Liberty and power for or in connection with any of the purposes mentioned in this Part to quarry and get stone sand gravel and other building and road materials and clay and to use and employ the same and to manufacture such clay into bricks or tiles and to use such bricks or tiles but not to sell any such materials bricks or tiles.

6. *Liberty to use water.*—Liberty and power for or in connection with any of the purposes mentioned in this part to appropriate and use any streams water-courses springs or water in or upon the said lands and to divert stop up or dam any such stream or water-course and collect or impound any water and to make construct and maintain any water-courses culverts drains and reservoirs but not so as to deprive any cultivated lands villages buildings or watering places for live-stock of a reasonable supply of water as before accustomed nor in any way to foul or pollute any streams or springs.

7. *Liberty to use land for stacking.*—Liberty and power to enter upon and use a sufficient part of the surface of the said lands adjacent to any pits or works for the purpose of stacking heaping or depositing thereon any produce of the mines or works carried on and any earth materials and substances dug or raised under the liberties and powers mentioned in this Part.

Part III.—Restrictions and Conditions as to the Exercise of the Liberties Powers and Privileges in Part II.

1. *No building, etc., upon certain places.*—No building or thing shall be erected set up or placed and no surface operations shall be carried on in or upon any public pleasure ground burning or burying ground or place held sacred by any class of persons or any house or village site public road or other place which the Government may determine on public grounds to bring within this restriction nor in such a manner as to injure or prejudicially affect any buildings works property or rights of other persons and no land shall be used for surface operations which is already occupied by persons other than the Government for works or purposes not included in this lease if any other land not so occupied is suitable and available for such surface operations.

2. *No surface operations upon land not already used therefor unless after notice and unless no objections thereto.*—Before using for surface operations any land which has not already been used for such operations the lessee shall give to the Divisional Forest Officer, W. D., Kanara (hereinafter called "the Divisional Forest Officer") for the time being as the agent in that behalf of the Government two calendar months' previous notice in writing specifying the name or other designation the situation and the quantity of the land proposed to be so used and the purpose for which the same is required and such land shall not be so used if the said agent shall within two calendar months after the receipt by him of such notice state some objection to such use unless the objection or objections so stated shall on reference to the Government be annulled or waived by it.

3. (*Except as provided in Part II*) *no timber to be cut* without sanction of Collector. Save as provided in Part II of this Schedule the lessee shall not *without the express sanction of the Collector* cut down or injure any *timber or* trees on the said lands *but may without such sanction clear away any brushwood or undergrowth which interferes with any operations authorised by* these presents.

No reserved forest to be entered upon without sanction of Divisional Forest Officer.—Notwithstanding anything in this Schedule contained the lessee shall not enter upon any reserved forest included in the said lands without thirty days' previous notice in writing to the Divisional Forest Officer nor without obtaining the sanction in writing of that officer nor otherwise than in accordance with such conditions as that Officer may in his absolute discretion prescribe.

4. *No workings within 50 yards of public works, etc., except with previous permission.*—No mining operations or workings shall be carried on or permitted to be carried on by the lessee in or under the said lands at or to any point within a distance of 50 yards from any railway reservoir canal or other public works or any building or inhabited site shewn on the plan hereto annexed except with the previous permission in writing of the Government or some officer authorised by it in that behalf or otherwise than in accordance with such instructions restrictions and conditions either general or special which may be attached to such permission. The said distance of 50 yards shall be measured in the case of a railway reservoir or canal horizontally from the outer toe of the bank or the outer edge of the cutting as the case may be and in the case of a building horizontally from the plinth thereof.

For the purpose of this clause the expression "railway" shall have the same meaning as it is defined to have in the Indian Railways Act, 1890, by section 3 (4) of that Act.

5. *Clearance of forestl and.*—No portions of the said lands shall be cleared of forest by the lessee, without first obtaining the permission in writing of the Divisional Forest Officer but such permission shall be granted by the Divisional Forest Officer from time to time on written application of the lessee to the effect that the lessee requires the additional area for the *bona fide* and immediate extension of mining operations under these presents.

6. *Lessee to give information regarding the forest produce cleared and to give help in measuring and valuing them.*—The lessee shall, within 15 days of every clearing of forest as aforesaid inform the Divisional Forest Officer in writing the details of forest produce cleared in order to enable that officer to have the forest produce measured and valued and the lessee shall give all reasonable help to that officer and his subordinates in locating such produce and in measuring and valuing them.

7. The lessee shall, if so required by the Divisional Forest Officer take over produce of any such forest clearing as aforesaid at a valuation which shall be fixed by the Divisional Forest Officer whose decision in regard to the measurement and valuation shall be final and binding upon the lessee. The said produce may however be disposed of by the Divisional Forest Officer in such other manner as he may deem fit.

Part IV.—Liberties Powers, and Privileges reserved to the Government.

1. *Liberty to work other minerals.*—Liberty and power for the Government or any lessee or person authorised by it in that behalf to enter into and upon the said lands and to search for win work dig get raise and carry away any minerals and any other substances and for those purposes to sink drive make erect construct maintain and use such pits shafts inclines drifts levels waterways airways water-courses drains reservoirs engines machinery plant buildings canals tramways railways roads ways and other works and conveniences as may be deemed necessary or convenient PROVIDED that in the exercise of such liberty and power no hindrance or interference shall be caused to or with the liberties powers and privileges of the lessee under these presents and that fair compensation shall be made to the lessee for all loss or damage sustained by the lessee by reason or in consequence of the exercise of such liberty and power.

2. *Liberty to make railways and roads.*—Liberty and power for the Government and any lessee or person authorised by it in that behalf to enter into and upon the said lands and to make upon over or through the same any railways tramways or roads for any other than the purposes aforesaid and to get from the said lands stone gravel earth and other materials for making maintaining and repairing such railways tramways and roads or any existing railways tramways and roads and to go and repass at all times over or along any such railways tramways or roads for all purposes and as occasion may require.

Part V.—Rents and Royalties reserved by this Lease.

1. *Fixed half-yearly rent.*—The lessee shall as from the day of 19 during the subsistence of this lease pay to the Government the certain half-yearly rent of Rs. 68 (sixty-eight) on the 1st day of January and the 1st day of July in each year the first payment thereof to be having been made on the day of 19 in respect of which rent the lessee may in the half year in respect of which the same is payable sell and carry away such aggregate quantity of the said minerals as at the rates in the next succeeding clause mentioned would produce royalties for that half year equal in amount to the said half-yearly rent but the said half-yearly rent shall be paid whether such quantity shall be sold and carried away or not.

2. *Royalties.*—The lessee shall during the subsistence of this lease pay to the Government on the 1st day of January and the 1st day of July in each year—

*[royalty at the rate of 2½ per cent. of the sale value at the pit's mouth of the asbestos ore.]

3. *Surface rent.*—The lessee shall pay to the Government in respect of all parts of the surface of the said lands which shall from time to time be occupied or used by the lessee/lessees under the authority of these presents rent at the rate of Re. 1 (one only) per annum per acre of the area so occupied or used and so in proportion for any area less than an acre during the period from the commencement of such occupation or use until the area shall cease to be so occupied or used and shall be restored to its original condition which rent shall be computed and shall be paid on each of the half-yearly dates hereinbefore appointed for payment of the said certain half-yearly rent PROVIDED that no such rent shall be payable in respect of the occupation or use of the area comprised in any roads or ways existing on the said lands at the commencement of the term of this lease.

4. *To pay rent for forest area used or occupied.*—The lessee shall also pay to the Government rent at the rate of Rs. 10 per annum per acre for any forest that may be used or occupied by him for erection of a building or storing asbestos ore or other mining produce provided always that no such area shall be occupied without the previous permission in writing of the Divisional Forest Officer.

*To be used in the case of coal.

Part VI.—Provisions relating to the Rents and Royalties.

1. *Place of payment.*—The rents and royalties mentioned in Part V of this schedule shall be paid free from any deductions to the Divisional Forest Officer, Western Division, Kanara, at his office at Karwar or to such other officer and at such other place as the Divisional Forest Officer shall from time to time appoint :

PROVIDED ALWAYS and it is hereby agreed that Rs. 500 (five hundred) the balance standing to the credit of the lessee on account of the deposit made by him on applying for this lease shall be retained and accepted by the Government in satisfaction of the rents and royalties mentioned in Part V until they reach that amount.

2. *Average clause.*—If in any half-year after the first 12 months of the said terms the lessee shall not sell and carry away such aggregate quantity of the said minerals as at the rates mentioned in clause 2 of Part V of this schedule would produce royalties for that half year equal in amount to the said certain half-yearly rent then and in such case the lessee shall not in the next succeeding half-year pay any rent or royalty (other than the said certain half-yearly rent) in respect of the quantity of the said minerals sold or carried away in that half-year which is equivalent to the deficiency in the said minerals sold or carried away in the preceding half-year which shall at the rate of royalty payable during the succeeding half-year be required to produce royalties for the preceding half-year equal in amount to the said certain half-yearly rent.

3. *Mode of computation of royalty.*—For the purpose of computing the said royalty the sale value of the asbestos ore shall be ascertained in accordance with the orders of Government issued from time to time.

Part VII.—The Covenants of the Lessee.

1. *To pay rents, royalties, rates and taxes.*—The lessee shall pay the rents and royalty reserved by this lease at the times and in the manner provided in Parts V and VI and the lessee shall also pay and discharge all taxes rates assessments and impositions whatsoever being in the nature of public demands which shall from time to time be charged assessed or imposed upon or in respect of the mines or works of the lessee or any part thereof by authority of the Government of India or of the Government of Bombay or otherwise except demands for land revenue and shall also pay interest at the rate of 12 (twelve) per cent. per annum, on all arrears of such rents or royalty from the date whereon the same ought to be paid under these presents.

2. *To erect boundary marks.*—The lessee shall at the lessee's own expense forthwith erect and at all times maintain and keep in repair boundary marks and pillars along the boundaries of the said lands according to the demarcation shewn in the plan hereto annexed and shall also in cases where in the opinion of the Government there is danger of mining operations extending beyond the boundary of the said lands keep the boundary line between the said marks and pillars sufficiently clear of shrubs and other obstructions to allow of easy identification of such boundary.

3. *To start operations within a year and to work continuously.*—Unless good cause exists for exemption from this present covenant (a question on which the decision of the Government shall be final) the lessee shall within one year from the date of this lease start mining operations in the said lands to the satisfaction of the Government and shall unless exempted as aforesaid thereafter at all times during the continuance of this lease search for win work and develop the said minerals without voluntary intermission in a skilful and workmanlike manner and upon the most approved principle without doing or permitting to be done any unnecessary or avoidable damage to the surface of the said lands or the crops buildings structures or other property thereon and shall not cultivate or use the said lands in any manner other than as authorised by these presents.

4. *To secure pits and shafts.*—The lessee shall during the said term well and sufficiently secure and keep open with timber or other durable means all pits shafts and working that may be made or used in the said lands and make and maintain sufficient fences round every such pit or shaft and also shall at all times during the said term keep all workings in the said lands except such as may be abandoned free from water and from foul air as far as possible.

5. *To strengthen and support mines.*—The lessee shall on notice from the Government strengthen and support to satisfaction of the Government any part or parts of the mine when in its opinion such strengthening and support is needed for the safety of any railway reservoir canal or other public work or any building whether the said railway reservoir canal or other public work or other building shall be existing during the working of such part or parts of the mine already existing or shall be constructed after the said part or parts of the mine have been worked out. Such strengthening and support shall be made and done at the expense of the lessee if they are needed for the safety of any railway reservoir canal or other public work or other buildings as aforesaid already existing at the time of the working of the said part or parts of the mine by reason of the lessee having conducted mining operations within the limits prohibited by clause 4 of Part III of this schedule and in other cases at the expense of the Government.

6. *To allow inspection of working.*—The agents servants and workmen authorised by the Government in this behalf shall be at liberty at all reasonable times during the said term to inspect and examine all mines and works carried on by the lessee in or under the said lands and make surveys or plans thereof and the lessee shall with proper persons employed by the lessee and acquainted with the mines and works effectually assist such agents servants and workmen in conducting every such inspection and shall afford them all information connected with the working of the mines which they may reasonably require and also shall and will conform to and observe all orders and regulations which the Government as the result of such inspection or otherwise may from time to time see fit to impose in the interests of public health and safety.

7. *To report accidents.*—The lessee shall without delay send to the Collector of the District a report of any accident which may at any time occur at or in the said lands or any pit shaft or working therein.

8. *To report discovery of other minerals.*—Whenever the lessee shall find in the said lands any mineral product other than the said minerals the lessee shall immediately report such discovery in writing to the Collector of the District with full particulars of the nature and position of each find.

9. *To keep books of accounts and furnish abstracts, etc.*—The lessee shall at all times during the said term keep or cause to be kept at an office to be situate upon or near the said lands correct and intelligible books of accounts upon such plan or principle and in such form as may be approved by the Government which books shall contain accurate entries showing from time to time (1) the quantity of the said minerals realised from the said lands, (2) the quantity of the said minerals sold and exported respectively, (3) the quantity of the said minerals otherwise disposed of and the manner, and purpose of such disposition, (4) the prices and other particulars of all sales of the said minerals, (5) the number of persons employed in the mines or works in or upon the said lands and (6) all such other facts particulars and circumstances as the Government may consider necessary for conveniently ascertaining the amount of the royalty from time to time payable under these presents and the lessee shall also furnish free of charge to such officer and at such times as the Government may appoint true and correct abstracts of all or any of such books of accounts and such information and returns as to all or any of the matters aforesaid as the Government may prescribe and shall at all reasonable times allow such officers as the Government shall in that behalf appoint to enter into and have free access to the said office for the purpose of examining and inspecting the said books of accounts and to take copies thereof and make extracts therefrom.

10. *To keep plans of working.*—The lesssee shall at all times during the said term cause to be made and kept at the said office correct and intelligible plans and sections of the mines in the said lands which plans and sections shall show as well as the operations and working carried on as also all views faults and other disturbances observed and encountered in such operations and workings and all such plans and sections shall be amended and filled up by and from actual surveys to be made for that purpose at the end of every period of twelve months and the lessee shall furnish free of charge to the Government true and correct copies of such plans and sections whenever thereunto required.

11. *To provide weighing machine.*—The lessee shall provide and at all times keep at or near the pit head or each of the pit heads at which the said minerals shall be brought to bank a properly constructed and efficient weighing machine and shall weigh or cause to be weighed thereon all the said minerals from time to time brought to bank sold exported and shall at the close of each day cause the total weights ascertained by such means of the said minerals raised sold exported during the previous twenty-four hours to be entered in the aforesaid books of accounts and will permit the Government at all times during the said term to employ any person or persons to be present at the weighing of the said minerals as aforesaid and to keep accounts thereof and to check the accounts kept by the lessee.

12. *To allow test of weighing machine.*—The lessee shall allow any person or persons appointed in that behalf by the Government at any time or times during the said term to examine and test every weighing machine to be provided and kept as aforesaid and the weights used therewith in order to ascertain whether the same respectively are correct and in good repair and order and if upon any such examination or testing any such weighing machine or weights shall be found incorrect or out of repair or order the Government may require that the same be adjusted repaired and put in order by and at the expense of the lessee and if such requisition be not complied with within fourteen days after the same shall have been made the Government may cause such weighing machine or weights to be adjusted repaired and put in order and the expense of so doing shall be paid by the lessee to the Government on demand and if upon any such examination or testing as aforesaid any error shall be discovered in any weighing machine or weights to the prejudice of the Government such error shall be regarded as having existed for three calendar months previous to the discovery thereof or from the last occasion of so examining and testing the same weighing machine and weights in case such occasion shall be within such period of three months and the said rent and royalty shall be paid and accounted for accordingly.

13. *To pay compensation for injury to third parties.*—The lessee shall make and pay reasonable satisfaction and compensation for all damage or injury to person or property which may be done by or on the part of the lessee in exercise of the liberties and powers granted

by these presents and shall at all times save harmless and keep indemnified the Province of Bombay from and against all suits claims and demands which may be brought or made by any person or persons in respect of any such damage or injury.

14. *Not to obstruct working of other minerals.*—The lessee will exercise the liberties and powers hereby granted in such a manner as to offer no unnecessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Government and to the holders of prospecting licenses or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and accross the said lands to such minerals for the purpose of getting working developing and carrying away the same.

15. *Restrictions on assignment or transfer.*—The lessee shall not assign this lease or transfer any interest hereunder without the previous written sanction of the Government nor shall the lessee allow this lease or any interest hereunder to be attached or sold in execution of any decree or order of a Court or Revenue Officer:

PROVIDED that in case of any such assignment or transfer as aforesaid (authorised or sanctioned by or under this provision) the instrument thereof shall within three calendar months from the date of its completion be produced to the Collector and the sum of Rs. 50 paid to the Collector as the fee for registration thereof in his office.

16. *Not to be financed or controlled by a Trust Syndicate Corporation firm or person.*—The lessee shall not enter into or make any arrangement compact or understanding whereby the lessee will or may be directly or indirectly financed by or under which the lessee's operations or undertakings will or may be carried on directly or indirectly by or for the benefit of or subject to the control of any Trust Syndicate Corporation firm or person unless with the written sanction given prior to such arrangement compact or understanding being entered into or made of the Government and any or every such arrangement compact or understanding as aforesaid (entered into or made with such sanction as aforesaid) shall only be entered into or made and shall always be subject to an express condition binding upon the other party or parties thereto that in the event of the existence of a state of war or grave national emergency (of which existence the Government shall be the sole judge and a notification to this effect in the official Gazette shall be conclusive proof) it shall be terminable if so required in writing by the Government and shall in the event of any such requisition being made be forthwith thereafter determined by the lessee accordingly.

17. *To deliver up mines, etc., in good order.*—The lessee will at the expiration or sooner determination of the said term deliver up to the Government all mines pits shafts inclines drifts levels waterways airways and other works (now existing) hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Government or in an ordinary and fair course of working) and all (engines machinery plant buildings structures and other works and conveniences which at the commencement of the said term were upon or under the said lands and all) engines machinery plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Government have become disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and conditions and fit in all respects for further working of the said minerals.

18. *To remain British in constitution.*—(*a*) The lessee shall at all times during the said term remain a British subject.

(*b*) The Local General Manager and not less than 75 (seventy-five) per cent. of the local staff employed by the lessee shall at all times during the said term be a British subject or British subjects and neither the lessee nor the said mines and minerals shall at any time during the said term be or become directly or indirectly controlled or managed by a person or persons who are not a British subject or subjects or a Company in every respect answering the description and satisfying the conditions last hereinbefore mentioned.

19. The lessee being a company or corporation shall report to the Government any alteration in its Memorandum or Articles of Association or in its constitution within two months after the same shall have been made and shall give two months' previous notice in writing to the Government of any intention or proposal to make any such alteration which might conceivably affect its status or character and no such alteration shall be made unless the Government shall have previously consented thereto in writing PROVIDED ALWAYS THAT the consent of the Government shall not be refused to any such alteration as aforesaid in the Memorandum and Articles of Association or the constitution of the lessee unless in its opinion such alteration shall be contrary to the cardinal principle laid down by the Government in respect of the said minerals, that is to say, that the lessee or lessees shall be and remain a British subject or British subjects or subject or subjects of an Indian State or a British company under British control or a company incorporated in an Indian State under the control of British subjects and/or subjects of an Indian State.

20. *Right of pre-emption.*—(*a*) The Government shall from time to time and at all times during the said term have the right (to be exercised by notice in writing to the lessee under the hand of any Secretary to Government) of pre-emption of the said minerals (and all products thereof) lying upon the said lands hereby demised or elsewhere under the control

of the lessee/lessees and the lessee shall with all possible expedition and so as to avoid demurrage on the vessel or vessels engaged to convey the same deliver all minerals or products of minerals purchased by the Government under the power conferred by this provision in the quantities at the times in the manner and at the place of shipment or storage specified in the notice exercising the said right.

(*b*) Should the right of pre-emption conferred by this present provision be exercised and a vessel chartered to carry the minerals or products thereof procured on behalf of the Government hereunder be detained on demurrage at the port of loading the lessee shall pay the amount due for demurrage according to the terms of the charter party of such vessel unless the Government shall be satisfied that the delay is due to causes beyond the control of the lessee.

(*c*) The price to be paid for all minerals or products of minerals taken in pre-emption by the Government in exercise of the right hereby conferred shall be the fair market price for the time being to be determined in default of agreement under the provision hereinafter in clause 13 of Part IX of this schedule contained PROVIDED THAT in order to assist in arriving at the said fair market price the lessee shall if so required furnish to the Government by way of confidential information particulars of the quantities descriptions and prices of the said minerals or products thereof sold to other customers and of charters entered into for freight for carriage of the same and shall produce to such officer or officers as may be directed by the Government original or authenticated copies of contracts and charter parties entered into for the sale or freightage of such minerals or products.

(*d*) In the event of the existence of a state of war or grave national emergency (of which existence the Government shall be the sole judge and a notification to this effect in the official Gazette shall be conclusive proof) the lessee shall on receiving a notice in writing under the hand of any Secretary to Government of Bombay, requiring him so to do use his utmost endeavours to increase the supply to or for the Government of the minerals or products thereof purchased by him as aforesaid to the extent specified in such notice.

21. *Enlisting services of labourers.*—The lessee shall not enlist the services of labourers regularly employed by the Forest Department without the previous consent in writing of the Divisional Forest Officer.

22. *Lessee not to interfere with grazing.*—The lessee shall not interfere with or prevent grazing on the said land nor shall the lessee interfere with or prevent removal therefrom of forest produce by the Forest Department, except such forest produce as may have been taken over by the lessee as provided for in clause 7 of Part III of this schedule.

23. *Lessee not to interfere with the exercise of privileges.*—The lessee shall :—

(*i*) work the area without interfering and without prejudice to the interest of the malki holders of the adjoining areas ;

(*ii*) work the area without interference or prejudice to the exercise of privileges in the area by the privilege holders ;

(*iii*) erect a strong fence around the pits when mining work is in progress ;

(*iv*) fill up pits as soon as the mining work is over.

24. *Lessee to clear and burn vegetation.*—The lessee shall before commencing mining operations clear and as soon as the vegetation is sufficiently dry, burn fire traces fifty feet wide round that part of the said lands where he intends to carry on mining operations during each year and shall keep such fire line clear from 1st December to 15th June each year.

25. *Precaution against fire.*—The lessee shall not light any fire within the said lands (except under such conditions as the Divisional Forest Officer may in writing specify) and the lessee and his workmen and employees shall render prompt assistance in extinguishing any fire on the said lands or in their vicinity. The lessee shall be liable for all damage from fire caused by him or his employees to the forest and shall pay such compensation for the damage caused as may be assessed by the Divisional Forest Officer. The decision of the Divisional Forest Officer as to the amount of compensation payable by the lessee shall be final and binding on the lessee.

26. *Stacking of Asbestos in plots assigned for that purpose.*—The lessee shall stack asbestos ore in the area assigned to him for that purpose by the Divisional Forest Officer and the lessee shall approach this area only by the routes fixed by the Divisional Forest Officer. The asbestos ore shall be removed *on head loads only* direct to the country crafts by such route as are prescribed by the Divisional Forest Officer after measurement and on obtaining forest pass issued by a duly authorised forest Officer.

27. *Lessee to abide by rules of Forest Department.*—The lessee shall in regard to such portion of the said lands as have not been cleared of forest abide by the rules of the Forest Department for the time being, for the protecting of forests and nothing in foregoing clauses shall be taken to exempt the lessee or any of his workmen or employees from liability in respect of any offence on account of the injury caused to the forest or its produce (except as hereinbefore provided) or any offence punishable under the Indian Forest Act, 1927 (XVI of 1927).

Part VIII.—The Covenants of the Government

1. *For quiet enjoyment.*—The lessee paying the rents and royalties hereby reserved and observing and performing all the covenants and agreements herein contained and on the part of the lessee to be observed and performed shall and may quietly hold and enjoy the rights and premises hereby demised for and during the term hereby granted without any lawful interruption from or by the Government or any person rightfully claiming under it.

2. *To renew.*—If the lessee shall be desirous of taking a renewed lease of the premises hereby demised for the further term of 10 (ten) years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last mentioned term give to the (Collector of the District) six calendar months' previous notice in writing and shall pay the rents and royalties hereby reserved and observe and perform the several covenants and agreements herein contained and on the part of the lessee to be observed and performed up to the expiration of the said term hereby granted the Government will upon the request and at the expense of the lessee and upon his executing and delivering to the Government if required a counterpart thereof execute and deliver to the lessee a renewed lease of the said premises for the further term of 10 (ten) years at such rents not exceeding twice the rents hereby reserved and at such royalties as may on the day next following the expiration of the said term hereby granted be in force under the orders of the competent authority, but otherwise upon the like terms and under and subject to the like covenants and agreements as are contained in these presents (other than this present covenant).

Part IX.—General Provisions

1. *Powers of distress.*—If any rent or royalty hereby reserved shall be in arrear or unpaid for the space of two calendar months next after the day whereon the same ought to be paid then (whether the same shall have been formally demanded or not) and so often as the same shall happen the Government may enter into and upon the said lands and may distrain all or any of the minerals mineral ore moveable engines machinery plant live and dead stock and other moveable property belonging to the lessee which shall be found in or upon the same premises and may sell and dispose of the same and apply the proceeds thereof in or towards the satisfaction and payment of the rent or royalty which shall then be in arrear and all costs and expenses occasioned by the non-payment thereof or by such distress.

2. *Penalty for breach of Covenant.*—(*a*) If any rent or royalty hereby reserved shall be in arrear or unpaid for the space of six calendar months next after the day whereon the same ought to be paid (whether the same shall have been legally demanded or not); or

(*b*) If any penalty fixed under the proviso at the end of this clause or under clause 3 of this Part is not paid within the time specified for such payment; or

(*c*) if the lessee shall fail or neglect to observe or perform any of the covenants and agreements, contained in clauses 1 and 4 of Part III and in clauses 1, 3, 5, 6, 9, 10, 11, 14, 15, 16, 18, 19 and 20 of Part VII of these presents and on the part of the lessee to be observed and performed; or

(*d*) if this lease or any interest hereunder is attached or sold in compliance with any decree or order of a Court or Revenue Officer; or

(*e*) in case it shall appear to the Government that its sanction to any such assignment transfer grant arrangement compact or understanding as mentioned in clauses 15 and 16 of the covenants by the lessee hereinbefore in Part VII of these presents contained was improperly obtained or that any improper use of the rights or powers under any such arrangement compact or understanding as aforesaid of any party thereto has been made by or with the connivance of the lessee; or

(*f*) if the lessee shall fail (unless exempted by the Government for good cause) during three consecutive years of the said term to get from the said lands so much of the said minerals as at the rates of royalty hereinbefore mentioned would produce royalties for those years equal in amount to the said certain half-yearly rent payable during that period; or

(*g*) if the lessee shall be adjudicated insolvent; or

Then and in any such case it shall be lawful for the Government at any time within two years of the date on which such default, failure, neglect, or any other cause for re-entry abovementioned came to the notice of the Government and although advantage may not have been taken of any previous cause for re-entry to re-enter into and upon the said premises or any part thereof in the name of the whole and thereupon this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Government in respect of any breach of any of the covenants and agreements contained in these presents or for the recovery of any rent or royalty remaining unpaid:

Provided that in cases falling under sub-clauses (*c*), (*e*), or (*f*) mentioned above, it shall be lawful for the Government or in consideration for the non-exercise of the power of re-entry to require the lessee to pay within a specified time such penalty for the default failure

be the sole judge and a notification to this effect in the official Gazette shall be conclusive proof) the Government after notice in writing to the lessee under the hand of any Secretary to Government of its intention so to do may forthwith take possession or assume control of the works plant machinery and premises of the lessee at or in connection with the said mines and may pre-empt at prices fixed by the Government all minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform to and obey all directions given by or on behalf of the Government regarding the use or employment of such works plant premises and minerals PROVIDED THAT fair compensation which shall be determined in default of agreement by the Government under the provision hereinafter in clause 13 of this part contained shall be paid to the lessee for all loss or damage sustained by him by reason or in consequence of the exercise of the powers conferred by this clause and PROVIDED ALSO that the exercise of such powers shall not determine the said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

10. *Lessee's right in respect of other minerals.*—If any minerals not included in this lease shall during the said term be discovered by the lessee within the said lands and if no mining lease shall then be held by any other person in respect of the same the lessee shall during the twelve calendar months next succeeding the discovery thereof have the option of taking a mining lease in accordance with rules prescribed by the Government for the grant of prospecting licenses and mining leases in respect of such minerals over so much of the said lands as the lessee may desire and during such period of twelve calendar months the lessee shall be entitled to win work and carry away any of the minerals so discovered on payment therefor to the Government of such royalty not being less then 20 per cent. of the value of such minerals as the Government may prescribe or in case of precious stones shall have the right during the said period of twelve calendar months to the first offer of such mining lease in respect of such precious stones as the Government may think fit to grant.

11. *Service of notices on lessee.*—Every notice by these presents required or authorised to be given to the lessee may be given to such person resident on the said lands as the lessee may appoint for the purpose of receiving such notices or if there shall be no such person then to any person in the employ of the lessee who may be found upon the said lands or if no such person be found then the same may be left at the said office of the lessee upon the said lands or affixed in a conspicuous position upon some building or erection in the occupation of the lessee upon the said lands.

12. *Interpretation of terms "Collector".*—In these presents the expression "the Collector" shall mean the Collector of Kanara or the Revenue Officer in charge of the district within which the said lands are situate.

13. If and whenever any question or dispute shall arise in regard to the construction meaning or effect of these presents or any clause or thing herein contained or in regard to the manner or sufficiency of the observance or performance by the lessee of any covenant or agreement herein contained or in regard to the mode of working of the said minerals or the maintenance or condition of any works in or upon the said lands or in regard to any valuation to be made under these presents or in regard to the amount or payment of any rent royalty compensation or other money payable by the lessee or in regard to any other matter or thing relating to or arising out of these presents such question or dispute shall be referred to the Government or such officer as the Government may authorise in this behalf and the decision of the Government or of the officer so authorised, as the case may be, shall be final:

PROVIDED ALWAYS that any dispute as regards the price to be paid under clause 20 (*c*) of Part VII of this Schedule shall be determined by two arbitrators one to be nominated by the Government and the other by the lessee or in case of disagreement between the arbitrators by an umpire to be appointed by the arbitrators by writing under their hands before proceeding with the arbitration and the decision of such arbitrators or umpire as the case may be shall be final and binding on the parties hereto.

Signed and sealed by

(name and designation) sd. R. J. Rebello.
for and on behalf of the Collector of Kanara

acting in the premises for and on behalf of the Governor of Bombay in the presence of

1. Sd. V. M. Kori Chitnis to the Collector of Kanara
2. Sd. H. N. Naik 20-5-48. Clerk Chitnis Branch Collectors Office Kanara

Signed by the abovenamed Lessee. Sd. Annaji Narayan Kolikapur

(by his attorney) in the presence of

Identified by S. R. Samant Advocate

1. Sd. S. R. Samant Advocate Bombay High Court
2. Annaji Narayan Kolikapur is identified by S. R. Samant Advocate & has signed before me.

Sd. 5-7-48
Registrar and Presidency Magistrate Bombay

BOMBAY: PRINTED AT THE GOVERNMENT CENTRAL PRESS.

neglect or other cause for re-entry not exceeding four times the amount of the said certain half-yearly rent as the Government may fix.

3. *Penalty for breach of covenant.*—If the lessee shall at any time during the said term fail or neglect to observe or perform or commit a breach of any of the covenants and agreements contained in these presents other than those mentioned in the last preceding clause hereof and on the part of the lessee to be observed and performed it shall be lawful for the Government at any time within two years of the date on which such failure neglect or breach abovementioned came to the notice of the Government and although advantage may not have been taken of any previous failure neglect or breach of a like nature to require the lessee to pay within a specified time such penalty for the failure neglect or breach not exceeding four times the amount of the said certain half-yearly rent as the Government may fix.

4. *Power to lessee to remove property.*—The lessee (having first paid and discharged the rents and royalties payable by virtue of these presents) may at the expiration or sooner determination of the said term or within six calendar months thereafter (unless the lease shall be determined under clause 2 of this part and in that case at any time not less than three calendar months nor more than six calendar months after such determination) take down take up and remove for the benefit of the lessee all or any engines machinery plant buildings structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the lessee in or upon the said lands and which the lessee is not bound to deliver up to the Government under clause 17 of Part VII of this Schedule and the Government shall not desire to purchase under the provisions of clause 5 of this part and also all minerals and mineral ore won by the lessee under the authority of these presents and then remaining in or upon the said lands making reasonable compensation for all damage done to the said lands by such removal.

5. *Power of Government to purchase property.*—If at the expiration or sooner determination of the said term the Government shall desire to purchase all or any of the engines machinery plant building structures tramways railways and other works erections and conveniences which may have been erected set up or placed by the lessee in or upon the said lands and which the lessee is not bound to deliver up under clause 17 of Part VII of this Schedule and if such desire shall be signified by a notice in writing given to the lessee by the Collector six calendar months before the expiration or sooner determination of the said term or if this lease shall be determined under clause 2 of this part at any time within three calendar months after such determination then and in such case the articles and things specified in such notice shall not be removed by the lessee but shall be purchased by the Government at a price equivalent to the cost of the same at the time of their erection upon the said lands after deducting from such costs a sum equal to eight per cent. thereof for every year which shall have elapsed since that time.

6. *Forfeiture of property left for more than six months after determination of lease.*—If at the expiration of six calendar months after the expiration or sooner determination of the said term there shall remain in or upon the said lands any engines machinery plant buildings structures tramways railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the same shall if not removed by the lessee within one calendar month after notice in writing requiring their removal be given to the lessee by the Collector be deemed to become the property of the Crown for the purpose of the Government of the Province of Bombay and may be sold or disposed of for the benefit of the Province of Bombay in such manner as the Government shall deem fit without liability to pay any compensation or to account to the lessee in respect thereof.

7. *Power to surrender.*—The lessee may at any time determine this lease by giving not less than twelve calendar months' notice in writing to the Collector and upon the expiration of such notice and provided the lessee shall upon such expiration render and pay all rents royalties compensation for damage and other moneys which may then be due and payable under these presents to the Government or any other person or persons and shall deliver up these presents to the Collector then this present lease and the said term and the liberties powers and privileges hereby granted shall absolutely cease and determine but without prejudice to any right or remedy of the Government in respect of any breach of any of the covenants or agreements contained in these presents.

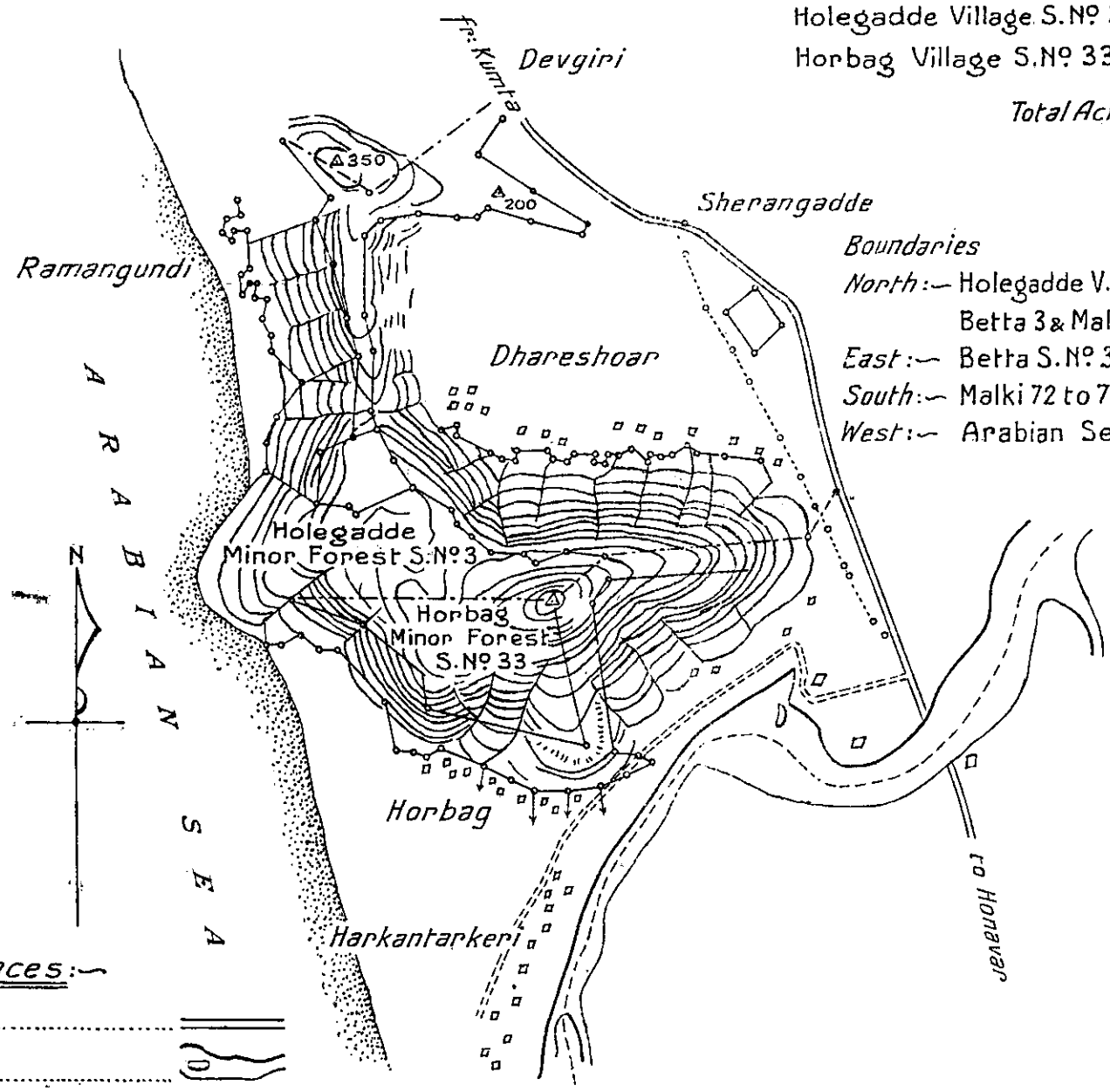
8. *Destruction of mines or works.*—If at any time during the continuance of this demise the said mines and works shall become destroyed or rendered substantially and permanently unfit for the purposes of this demise by fire tempest or flood or violence of any army or mob or other irresistible force these presents shall at the option of the lessee be void PROVIDED that if the injury be occasioned by the wrongful act or default of the lessee or the servants of the lessee the lessee shall not be entitled to the benefit of this provision. AND PROVIDED ALSO that if this lease shall become void for or by reason of any of the causes aforesaid it shall be without prejudice to the rights and remedies of the Government under or by virtue of these presents for the recovery of any rent or royalty which may then remain unpaid or in respect of any breach which may have been committed of any of the covenants herein contained on the part of the lessee.

9. *Power to take possession in event of war or emergency.*—In the event of the existence of a state of war or of grave national emergency (of which existence the Government shall

Map

Showing the area asked for by Mr. Mallapur for a mining license for Asbestos in the village of Horbag & Holegadde.

Area	Acres.
Holegadde Village S.No 3.	30·75
Horbag Village S.No 33.	36·45
Total Acres	67·20



Boundaries

North:— Holegadde V. S.Nos 4,562-Betta 3 & Malki 523 to 540
East:— Betta S.No 33 of Horbag
South:— Malki 72 to 78 & Betta 33
West:— Arabian Sea.

References:—

Road .....
River .....
Area applied for .....
Betta .....

Scale 4" = 1 Mile

J. Burkhart
Forest Surveyor
W.D. Kanara.

Divisional Forest Officer,
W. D. Kanara.

G.P.Z: P. POONA, 1948.

27. 45

No. 4157

Legal Department,
Bombay Castle, 16th April 1949.

To

The Collector of Kanara.

Subject: Mining Lease.
Grant of- to Mr.A.N.Mallapur for asbestos ore in the villages of Holegadde and Horbag taluka Kumta.

Sir,

I have the honour to acknowledge the receipt of the copy of your letter No.S.79/25, dated the 6th April 1949, addressed to the Secretary to the Government of Bombay, Revenue Department, Bombay and endorsed to me along with a copy of the lease with map attached thereto.

Yours faithfully,

RSN 16/4

OC/ Solicitor to Government.

KML/14.4.

Issued
CSP
16/4

Wb 1/

Submitted after mine
File in Planning Lease/67
MCP
18/4
Sols Rec 1814

...IC... FOR ...GOVERNMENT
... DEPARTMENT
... Co. 1422
Branch 18/8
BOMBAY

18 AUG 1949

Mining Lease.
The Bagalkot Cement Company,
Grant of - to, for extracting limestone, clay and Gypsum from certain lands in Bagalkot taluka of Bijapur district.

GOVERNMENT OF BOMBAY.
Revenue Department.
Corrigendum No.2987/45.
Bombay Castle, 16th August 1949.

C O R R I G E N D U M.

For the words "Deccan Cement Company" wherever they occur in Government Resolution, Revenue Department, No.2987/45, dated 28th March 1949 read "Bagalkot Cement Company".

By order of the Governor of Bombay,

B. T. NAYAK,
Senior Assistant Secretary to Government.

To

The Commissioner, Southern Division,
The Collector of Bijapur,
The Director of Industries,
The Remembrancer of Legal Affairs,
The Solicitor to Government in Legal Department,
The Accountant General,
The Education and Industries Department,
The Finance Department.

No. of 1949.

Copy forwarded for information and guidance to :-

SW/16.

Submitted.

File in Mining Leases/eg

PKP
1978

Sdr (Seam overleaf).

Mining leases/eg
1978

31 L-1 163
BN 25/11

2021
26-11-49

Mining Lease.
Mr.L.P.Patel. Grant of - to - in Nagri & Joida villages in Supa Petha of Kanara District.

Government of Bombay,
Development Department,
Resolution No. 198,
Bombay Castle, 22nd November 1949.

Read Government letter, Revenue Department, No. 9401/45/67891-H, dated the 25th August 1949.

Letter from the Collector of Kanara No.S.79/23, dated the 15th September 1949.

Memorandum from the Commissioner, Southern Division, No.R.E¾V.-329, dated the 22nd September 1949.

RESOLUTION:- Twelve copies of the lease in favour of Mr. L.P.Patel, as approved, should be printed at the Government Central Press on paper of foolscap size and forwarded to the Collector of Kanara, who is authorised to execute the lease on behalf of the Governor of Bombay. The Collector should be requested to forward one copy of the lease, after execution, to Government and another to the Solicitor to Government.

2. The Manager, Government Phhtozinco Press, should be requested to lithograph the plan of the leased area and to furnish ten copies of it to the Collector of Kanara direct, in addition of two copies on tracing cloth.

3. The cost of printing the lease should for the purpose of pro forma accounts of printing, be debited to the head "25-General Administration".

By order of the Governor of Bombay,

S. H. Varia,

Assistant Secretary to Government.

To
The Commissioner, Southern Division,
The Collector of Kanara,
The Chief Conservator of Forests,
The Conservator, Southern Circle,
The Director of Industries,
The Solicitor to Government,
The Superintendent, Government Printing & Stationery,
The Manager, Government Central Press,Bombay,
The Manager , Photozinco Press. Poona.
The Accountant General;
The Finance Department.

MGK.22/11.

Munro Leaf